



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve the Stockton Fire Department Training Agreement

**MEETING DATE:** November 15, 2006

**PREPARED BY:** Michael E. Pretz, Fire Chief

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**RECOMMENDED ACTION:** Approve the Stockton Fire Department Training Agreement and direct the City Manager to execute the agreement.

**BACKGROUND INFORMATION:** The City of Lodi, through the Fire Department, has used the Stockton Fire Department's fire training academy to instruct newly hired firefighters for the City of Lodi since 2001. This fire training academy will train the 4 newest members of the department. The fire academy is a 16 week program and teaches necessary firefighting skills. Successful completion of the academy is required to become a member of the Lodi Fire Department. Since the inception of the program in 2001, over 40% of the current Lodi Fire Department membership has successfully completed the academy. In fact, several of the academic and physical performance records are held by members of the Lodi Fire Department.

The Stockton Fire facilities were utilized due to overtime costs and lack of appropriate training facilities in Lodi. The fire academies are joint ventures with new hire members of both Stockton and Lodi firefighters. The Lodi Fire Department also sends a liaison firefighter and the Training Officer to monitor the progress of the attendees. In addition, the Lodi Fire Department provides instructors during the academy as needed.

**FISCAL IMPACT:** \$18,000 plus Fire Department staff involved in providing training at the academy.

**FUNDING AVAILABLE:** Fire Department Training Account

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Ruby Paiste, Financial Services Manager

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Michael E. Pretz, Fire Chief

MEP/lh

Attachment

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

## **STOCKTON FIRE DEPARTMENT TRAINING AGREEMENT**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the City of Stockton (hereinafter referred to as "CITY"), and the City of Lodi (hereinafter referred to as "AGENCY").

WHEREAS, CITY maintains a course in academy firefighter training; and

WHEREAS, CITY desires to enter into a contract with AGENCY to provide basic firefighter skill training to AGENCY's designated trainees; and

WHEREAS, CITY is able and willing to provide such training to AGENCY.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

### **Section A. AGENCY'S RESPONSIBILITIES**

1. AGENCY shall refer students to CITY for training as part of AGENCY's approved firefighter skill training.
2. AGENCY shall bear the responsibility for ensuring that each student it refers to CITY shall comply with all rules and regulations followed by employees of CITY's Fire Department and such other additional regulations as CITY may determine are reasonably necessary for participation in the firefighter skill training.
3. AGENCY shall be responsible for maintaining student evaluations prepared by CITY and any and all other records that pertain to AGENCY's trainees firefighter skill training.
4. Prior to referring any student to CITY for firefighter skill training, AGENCY shall provide CITY proof of insurance in a form acceptable to CITY for general liability coverage in the amount of no less than \$1,000,000, and naming CITY as additional insured by appropriate endorsement, and proof of Workers' Compensation Insurance or accident insurance coverage as necessary to protect AGENCY, the student, and CITY.
5. In consideration of this Agreement, AGENCY shall pay CITY a minimum nonrefundable fee of \$4,500.00 for each student who participates in said training. The fee shall be made payable to the Stockton Fire Department.
6. AGENCY shall provide two qualified drill instructors during the duration of said training. Drill instructors work under the direction the City Field Training Officer and provide training and participate in the evaluation of the trainees.

## **Section B. CITY'S RESPONSIBILITIES**

1. CITY shall provide field training officers for the purpose of instructing AGENCY's trainees in firefighter skills.
2. CITY shall be responsible for evaluating the student's performance during the firefighter skill training phase and providing AGENCY with reports of the student's performance.
3. CITY shall report to AGENCY any student whose performance or behavior CITY, in its sole discretion, deems unsatisfactory or unacceptable, whether as a result of the student's inability or unwillingness to comply with the rules and regulations established by CITY, failure to comply with the law, or any other reason.
4. CITY reserves the right to exclude from further participation in the internship program any student whose performance or behavior CITY, in its sole discretion, believes to be detrimental to CITY's operations or the public safety.

## **Section C. GENERAL PROVISIONS**

1. This Agreement shall be in force as of the date designated in item 7, below, as the starting date of the training and shall continue for sixteen (16) weeks. If the training is not fully complete at the end of 16 weeks, the City and Agency can agree to extend the training until complete.
2. AGENCY and CITY shall keep each other informed of any changes made to the student's work and training schedules.
3. Transportation of the trainee to and from CITY's facilities shall be the sole responsibility of the trainee.
4. Each party to this Agreement shall bear sole responsibility and liability for the negligence, wrongful acts or omissions, or willful misconduct of its officers, employees, representatives, and agents occurring in the performance of or connection with this Agreement. If either party incurs liability for damages or injury caused by its officers, employees, representatives, and agents, the party incurring such liability shall bear sole responsibility for payment of any damages and/or related expenses and shall not be entitled to, nor seek, contribution from the other party. Each party further agrees to indemnify, defend, and hold harmless the other party, its officers, employees, representatives, and agents from any and all claims and losses proximately caused by the sole negligence, wrongful acts or omissions, or willful misconduct of its officers, employees, representatives, and agents.
5. It is agreed and understood that the parties to this Agreement are independent contractors for all purposes and that neither a party, nor its officers, employees, representatives, and agents shall be considered the employees of the other. In addition, it is expressly agreed and understood by the parties that those of AGENCY's trainees who are participating in this program shall not be considered employees of CITY.

for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or Workers' Compensation Insurance purposes.

6. This Agreement shall cover six (6) trainees of AGENCY.

7. The starting date of the training for said trainees shall be November 20, 2006.

8. This Agreement sets forth the entire integrated agreement between CITY and AGENCY, supersedes all prior or concurrent negotiations, representations, understandings, or agreements between the parties, either written or oral, which are not expressly incorporated herein, and may only be amended by a written instrument signed by authorized representatives of CITY and AGENCY.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures.

ATTEST:

KATHERINE GONG MEISSNER  
CITY CLERK

By \_\_\_\_\_

CITY OF STOCKTON, a municipal  
corporation

By \_\_\_\_\_  
J. Gordon Palmer, Jr.  
City Manager

"CITY"

APPROVED AS TO FORM:

STEPHEN SCHWABAUER  
LODI CITY ATTORNEY

By: \_\_\_\_\_  
ASSISTANT CITY ATTORNEY

RICHARD E. NOSKY, JR.  
STOCKTON CITY ATTORNEY

By: \_\_\_\_\_  
ASSISTANT CITY ATTORNEY

CITY OF LODI

By: \_\_\_\_\_  
Blair King  
City Manager  
"AGENCY"